

## Terms and Conditions

**Important:** PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PARTICIPATE IN THE TOKEN SALE.

These Terms and Conditions (hereafter the “T&C”) are entered into between the **Company Borderless Money BVI**, a corporation, incorporated under the laws of **the British Virgin Islands as BVI Business Company**, duly authorized for the purposes herein, hereafter referred to as “**the Company**”, “**the Consortium**” “**Borderless**”, “Borderless Money”, “we” or “us”, and the natural or legal person purchasing the Company’s products or services, hereafter referred to as the “Buyer”.

The Company and the Buyer are referred to individually as a “Party” and together as the “Parties”. These T&C apply fully and automatically to all the products and services offered for sale by Borderless as part of the sale entitled “Borderless Money Token Sale” (the “Token Sale”) towards its Buyers. Unless otherwise stated herein, these T&C only govern the Token Sale. \$BOM Token (\$BOM) refers to the token being offered for sale by the Borderless Consortium, Inc. Any use of products bought through the Token Sale relating to providing or receiving services on the Borderless software platform may be governed by other applicable terms and conditions and policies of the Consortium or third parties.

These T&C form the basis for the sales agreement. They prevail over all other documents entered into by the Buyer or the Company and, as from their date of entry into force, shall apply to all purchases, including outstanding orders, and are deemed to be unconditionally accepted by the Buyer as of the conclusion of an order. Any exemption from these T&C will require the express agreement of both Parties. Any other document (e.g. sales prospectus, quotation, presentation, etc.) is provided to the Buyer for information purposes only and shall not constitute an agreement that commits the liability of the Company, which may therefore withdraw or modify such documents, without the Buyer being entitled to any compensation. The provisions stated in this paragraph constitute a key factor for the Company’s consent.

The T&C form a contract between the Buyer and the Company for the purposes of the Token Sale. By clicking on “I hereby certify that I have read and expressly accept the present Terms & Conditions”, the Buyer accepts and acknowledges that they are entering into a binding contract with the Company and agrees to be bound by it.

When purchasing \$BOM from the Consortium during the Token Sale, the Buyer will be bound by these T&C and all terms incorporated by reference.

This project is in pre-beta. Use at your own risk. All contents published on borderless.money website shall not constitute investment advice, financial advice, trading advice, or any other kind of advice, and you should not treat any of the website's content as such. You alone assume the

sole responsibility of evaluating the merits and risks associated with using any information or other content on this website before making any decisions based on such information.

## **The Token Sale**

The Token Sale covered herewith involves the sale of virtual tokens, referred to as “\$BOM” “Borderless Money Tokens” (“\$BOMs”). The Buyers’ attention is however drawn to the fact that purchasing \$BOMs does not confer automatic access to the service. \$BOMs may not be used before the effective launch of the Borderless service platform. \$BOMs will not be reimbursed if the Borderless service platform is not successfully launched or does not operate on a permanent basis. The Buyer acknowledges that this is a significant risk that they are willing to accept and understand that the crypto market is characterized by high volatility, and should be aware of the concrete possibility of losing the entirety of the funds you allocated in the crypto market. You should refrain from using funds you can't afford to lose when purchasing cryptocurrencies and other digital tokens.

The Buyer is a person eligible to perform a cryptographic transaction, subject to approval by the Borderless Polygon network platform. The buyer accepts and acknowledges that \$BOMs do not entitle their owners:

- to participate in any management decision in the Consortium or its affiliates.
- to benefit from the Consortium’s performance; or
- to derive any economic or any other type of gains from the Consortium.

The Buyer therefore acknowledges that they are fully aware that the \$BOMs are in no way associated with ownership rights or dividend rights, and that they do not constitute shares in the Consortium or in any other comparable asset. Consequently, this document does not constitute an offer or an invitation to sell shares, securities or rights belonging to the Company or any related or associated company.

A \$BOM does not represent an investment. \$BOM does not represent an investment in a security or a financial instrument within the meaning of the Securities Exchange Commission of the United States (SEC) or under the EU Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 relating to markets in financial instruments. CYGs confer no direct or indirect right to the Consortium’s capital or income nor does it confer any governance rights within the Company;

### **A \$BOM is not proof of ownership or a right of control**

Control over a \$BOM does not grant the Buyer any asset or share in the Consortium or in the Borderless service platform. A \$BOM does not grant any rights to participate in control over the Company’s management or decision-making set-up, or over the Borderless network.

## **A \$BOM is not an electronic currency**

CYGs do not constitute an electronic currency within the meaning of EU Directive 2009/110/EC of the European Parliament and of the Council of 16 September 2009 relating to access to and pursuit of the business of electronic currency institutions. \$BOMs are not accepted outside the Borderless network and do not have a fixed exchange value equal to the amount delivered at the time of its issue;

## **A \$BOM is not a payment service**

\$BOMs do not constitute payment services within the meaning of EU Directive 2007/64/EC of 13 November 2007 relating to payment services in the internal market, nor within the meaning of EU Directive 2015/2366 of the European Parliament and of the Council of 25 November 2015 relating to payment services 2 (DSP 2). The Token Sale does not involve the purchase/sale of CYGs and Borderless' business does not consist in receiving currencies against the delivery of \$BOMs; as such, a \$BOM is not a means of payment either.

## **Issuing Tokens**

On conclusion of the Token Sale, the \$BOM token will be issued by a technical process referred to as a "Blockchain". The Blockchain used will be based on the Polygon network, an open source IT protocol over which the Consortium has no rights or liability in terms of its development and operation. The platform will be hosted on a private network of computer nodes, or "Virtual Machines", authorized by the Foundation to run the protocol and process its transactions. The Consortium will compensate the authorized nodes for their computer resources utilization.

The token distribution mechanism will be controlled by a so-called "Smart Contract" of "Chaincode", namely computer code executed on the Polygon Blockchain; this involves a computer program executed by one of the Virtual Machines and confirmed by all other nodes on the Polygon network.

The \$BOMs will meet the "ERC20" standard protocol and will be subject to the operating conditions of the public Internet network and the "Polygon" Blockchain protocol. The Consortium has no control, right or liability over the operation of the public Internet protocol or the Polygon protocol. The Consortium has no control over and may not take any action against the platforms of Blockchain technology, the Polygon network and the protocols of the Smart Contracts and its codes. Therefore, the Consortium may not be held liable in any way for any feature that might affect the token passing scheme or ownership of the \$BOMs sold, or that might hamper The Buyer's ability to use the \$BOMs, including display of the \$BOMs in an electronic wallet compatible with the ERC20 token standard, or the assignment of these \$BOMs to a third party.

The Consortium reserves the right to migrate the ERC-20 \$BOM to another protocol in the future should the Consortium determine, in its reasonable discretion, that doing so is necessary

or desirable for the operation of the Consortium services. Upon the Consortium's request, the Buyer agrees to take any and all actions reasonably necessary to perform the migration of his/her ERC-20 \$BOMs to another protocol identified by the Consortium. If the Buyer fails to perform such migration, his/her \$BOMs may not be compatible with the services provided for by the Consortium, going forward.

Notwithstanding any other provision of these T&S, the Consortium shall not be held responsible or liable for any damages, losses, costs, fines, penalties or expenses of whatever nature, whether or not, reasonably foreseeable by the Parties, which the Buyer may suffer, sustain or incur, arising out of or relating to the Buyer's failure to perform such migration of their ERC-20 \$BOM to another protocol identified by the Consortium.

The acquisition of \$BOMs by transferring tokens or crypto-currencies to the Consortium Smart Contracts comes under the Buyer's sole liability and will be subject to the terms and conditions of the protocol and the Polygon network. As \$BOMs are issued under a Smart Contract, the Consortium is not obliged to reimburse or compensate in any way any Buyer whose \$BOMs have not been issued by a Consortium Smart Contract for any reason. Once issued, the tokens may be freely assigned or transferred to third parties by The Buyer, in whole or in part, at their own initiative, in return for payment or free of charge.

However, the Buyer shall be solely and fully liable for the conditions and consequences of such an assignment or transfer of the \$BOMs in their possession. In particular, given that the Consortium will have no control over such transactions, The Buyer may not claim against the Consortium for any loss of their \$BOMs due to any error of any kind that may occur during the transfer.

**OBLIGATIONS BINDING UPON THE CONSORTIUM:** The Consortium agrees to take all the necessary care and diligence to provide a quality service in accordance with current business practice and state of the art services. The Consortium undertakes to use all reasonable means to achieve the desired result, but without guaranteeing any results.

## **Acknowledgments and Risks**

By adhering to these T&C, the Buyer expressly acknowledges to have been thoroughly and comprehensively informed about the details of the Token Sale, its rules and regulations.

- The Buyer is deemed to be fully aware of all legal norms and technical constraints relating to the purchase, possession and use of crypto currencies and tokens based on Blockchain technologies, and to the service offered by the Consortium.
- The Buyer agrees to notify the Consortium in full concerning any information likely to have an impact on their order directly or indirectly. Should the Buyer fail to do this, the Consortium may not be held liable in any way in this regard.

An order relating to the Token Sale and accepted by the Consortium (the "Order") is deemed to be irrevocably accepted by the Buyer as from the time the Consortium issues the Order's acknowledgment of receipt. As of this date, an Order may not be canceled or amended without the Consortium's express agreement, the latter being entitled to decide not to proceed without the Buyer being entitled to any compensation. The Consortium also reserves the right to rectify any clerical error or omission in the contractual documents binding it to the Buyer without entitling the Buyer to any compensation.

**Important:** IT SHOULD NOTED THAT IT WILL NOT BE POSSIBLE TO USE \$BOM IF DEVELOPMENT OF THE BORDERLESS NETWORK IS NOT SUCCESSFULLY IMPLEMENTED. IN SUCH A CASE, THE \$BOM VALUE WOULD MOST LIKELY BE EQUAL TO ZERO. THE BUYER EXPRESSLY ACKNOWLEDGES AND ACCEPTS THIS RISK.

The Buyer expressly acknowledges the cutting-edge nature of the Borderless network development project as presented in this document (see below for risk factors) and that this project may therefore not come to fruition as described or may have to be partially abandoned due to technical or financial constraints, without the \$BOMs being actively used in the Borderless network or used in a different context.

In such a case, the Buyer expressly acknowledges and accepts as an essential condition of the T&C that it will not be entitled to sue or bring any direct or indirect legal action before the courts, the arbitration bodies or any alternative dispute settlement body, either in the United States of America or abroad, against the Consortium, its directors, officers, shareholders, employees, subcontractors and agents (collectively, "Affiliates") in the event of the non-performance, non-deployment or non-implementation of the Borderless network, even in cases where their \$BOMs have lost some or all of their value.

In addition, by purchasing \$BOM, the Buyer agrees that neither the Consortium nor any of its Affiliates may be held liable for any of the following:

- use of services that are not compliant with the terms of the contract;
- non-performance, failure, malfunction or unavailability of the services due to a third party, the Buyer, a third-party product, or the Buyer's breach of its obligations;
- indirect damages such as business loss or disturbance, loss of orders, operating loss, infringement of the trade mark, loss of profits or clients (e.g. improper disclosure of confidential information concerning said clients due to failure or piracy of the system, third-party proceedings against The Buyer, etc.) loss, disclosure or unlawful or fraudulent use of user sign-on's by the Buyer or third parties;
- suspension of access or temporary or permanent suspension of services (in particular, arising from a request issued by an appropriate administrative or judicial authority, or notification received from a third-party);
- loss, alteration or destruction of all or part of the content (information, data, Applications, files or other items) hosted on the infrastructure, insofar as the Consortium is not responsible for managing the continuity of client activities, and data backups in particular;

- mismatch between the services and the Buyer's needs (in particular, with regard to the sensitivity of the relevant data), security incidents relating to use of the Internet, concerning in particular the loss, alteration, destruction, disclosure or unauthorized access to the Buyer's data or details on or via the Internet;
- damage to systems, Applications and other items installed by the Buyer on the infrastructure in participating in the Token Sale, the Buyer is made aware of the following risks. Those risks are explicitly accepted by the Buyer when participating in the Token Sale. The Consortium expressly disclaims any liability for any direct or indirect loss or damage of any kind arising directly or indirectly from the realization of any of those risks.

**Important:** BY PURCHASING \$BOMs, THE BUYER EXPRESSLY ACKNOWLEDGES AND ASSUMES THESE RISKS.

### **Software Risks**

Borderless Consortium and affiliated entities software features are currently under development. Accordingly, the Buyer accepts that the development is not guaranteed to succeed, that the platform is subject to software and technical risks and that said items and features may never be deployed on the platform should unexpected technical obstacles be identified during the course of the product's development.

### **Risk of loss of access to a \$BOM due to loss of credentials**

In the context of their use of the Consortium's services, the Buyer's \$BOMs may be linked to a Borderless account. The Buyer can only access the Borderless account using their credentials. The loss of these credentials will result in the loss of the \$BOMs. Good practices advise the Buyer to store their credentials securely in one or more backup locations that are geographically separated from the work location.

### **Risks associated with the Polygon protocol**

Both \$BOMs and the Borderless network are based on the Polygon protocol. Therefore, any malfunction, unplanned function or unexpected operation of the Polygon protocol may cause the Borderless network or \$BOMs to malfunction or operate in a way that is not expected. Ether, the native Polygon protocol account unit may itself lose value in a similar way to \$BOMs, and also in other ways.

Risks associated with the buyer's credentials Any third party that obtains access to the Buyer's credentials or private keys may be able to use the Buyer's \$BOMs. To minimize this risk, the Buyer must protect itself against people gaining unauthorized access to their electronic devices.

### **Legal risk and risk of adverse regulatory intervention in one or more jurisdictions**

Blockchain technologies have been reviewed by various regulatory bodies around the world, including within the United States (US) and the European Union. The Token Sale has been structured to comply with US laws as applicable at the time of the offer. Operations of the Borderless Consortium, its affiliate network and of \$BOMs may be impacted by the passing of restrictive laws, the publication of restrictive or negative opinions, the issuing of injunctions by national regulators, the initiation of regulatory actions or investigations, including but not limited to restrictions on the use or ownership of digital tokens such as \$BOMs, which may prevent or limit development of the Borderless network and, therefore, impact the uses or potential value of \$BOMs.

Given the lack of cryptocurrency legal qualifications in most countries, each buyer is strongly advised to carry out a legal and tax analysis concerning the purchase and ownership of \$BOMs according to their nationality and place of residence. Moreover, the legal and regulatory diligences necessary for the development of the Borderless network and services in different jurisdictions have not yet been conducted, including the legal and regulatory diligences relating to labor laws. There is a risk that adverse laws or regulation in those jurisdictions might prevent or limit the development of the Borderless network and, therefore, impact the uses or potential value of the \$BOMs.

#### **Risk of a lack of interest in the Borderless network or distributed Applications**

There is a possibility that the Borderless Applications may not be used by a large number of companies, individuals and other organizations, and that there may be limited public interest in the creation and development of distributed Applications. Such a lack of interest could impact on the development of the Borderless network and, therefore, on the uses or potential value of \$BOMs.

#### **Risk that the Borderless network, as developed, does not meet buyer expectations**

The Borderless network is currently under development and may undergo significant redesign prior to its launch. For a number of reasons, not all Buyer's expectations concerning the Borderless network or \$BOMs form and functions may be met on the launch date, including changes in design, implementation and execution of the Borderless network.

**Risk of theft and piracy Hackers** or other malicious or criminal groups or organizations may attempt to interfere with the Token Sale, the Borderless network or the availability of \$BOMs in several ways including, but not limited to, denial of service attacks, Sybil attacks, mystification, phishing, attacks, smurfing, malware attacks, or consensus-based attacks.

#### **Risk of security weaknesses in the Borderless network's core infrastructure software**

Borderless' core software is based on open source software. There is a risk that the Borderless team, or other third parties, may intentionally or unintentionally introduce weaknesses or bugs

into the core infrastructure elements of the Borderless network, thereby interfering with the use of or causing loss of \$BOMs.

### **Risk of weakness or exploitable breakthrough in the field of cryptography**

Advances in cryptography, or technical advances such as the development of quantum computers, may present risks for crypto-currencies and the Borderless platform, which could result in the theft or loss of \$BOMs.

### **Risk of a Polygon mining attack**

As with other decentralized cryptographic tokens and crypto-currencies, the Polygon Blockchain used for the Borderless network is vulnerable to mining attacks, including but not limited to, dual-expense attacks, powerful mining attacks, selfish mining attacks, and critical competition attacks. Any successful attack poses a risk to the Borderless software and the expected performance and sequencing of Smart Contract calculations. Despite the best efforts of the Borderless team, the risk of known or new mining attacks exists.

### **Risk of the Borderless network failing to be used or adopted**

While \$BOMs should not be considered an investment, their value is bound to change over time. This value may be limited if the Borderless network is not sufficiently developed, used or adopted. In such a case, there could be few or no markets at the platform launch, which would limit the value and liquidity of \$BOMs.

### **Risk of a tight market for \$BOMs**

There are currently no exchanges or trading facilities on which \$BOMs can be traded. If such exchanges or trading facilities do develop, they will probably be relatively new and subject to poorly understood regulatory oversight. They may therefore be more vulnerable to fraud and default than the established and regulated exchanges that exist for other products. Should exchanges or trading facilities that represent a substantial part of the \$BOMs trading volume be involved in fraud, security failures or other operational problems, the failures of such exchanges or trading facilities may limit the \$BOMs value or liquidity.

### **Risk of an uninsured loss**

Unlike bank accounts or accounts in other regulated financial institutions, funds held through the Borderless or Polygon network are generally uninsured. At present, there are no public or private insurance agents providing buyers with coverage against a loss of \$BOMs or a loss of value.

### **Risk of winding-up of the Borderless project**



For a number of reasons including, but not limited to, an unfavorable fluctuation in cryptocurrencies value, an unfavorable fluctuation in \$BOMs value, the failure of business relationships or competing intellectual property claims, the Borderless project may no longer be a viable activity and may be dissolved or simply not launched.

### **Risk of malfunction in the Borderless network**

The Borderless network may be impacted by an adverse malfunction including, but not limited to, a malfunction that results in the loss of \$BOMs or market information.

### **Unforeseen risks**

Crypto-currencies and cryptographic tokens are a cutting-edge, untested technology. In addition to the risks stipulated above, there are other risks that the Borderless team cannot predict. Risks may also occur as unanticipated combinations or as changes in the risks stipulated herein.

## **Buyer Eligibility**

In order to be eligible to participate in the Token Sale, the Buyer must:

- comply with all the terms and conditions set forth in these T&C;
- comply in good faith with the KYC procedure made available on the Token Sale's website prior to the Token Sale;
- understand the restrictions and risks associated with the creation of \$BOMs as set forth herein, and acknowledge and assume all such risks;
- have obtained sufficient information about the \$BOMs and Borderless software to make an informed decision to purchase the \$BOMs.

Participation in the Token Sale is reserved for natural or legal persons that are experienced in ICOs and, notably, that have already participated to at least one token generation event as a subscriber of tokens. The Buyer declares that he/she is not:

- a citizen or resident of a geographic area in which access to or use of the Company's services or the acceptance of delivery of the \$BOMs is prohibited by applicable law, decree, regulation, treaty, or administrative act;
- a citizen or resident of, or located in, a geographic area that is subject to any sovereign country sanctions or embargoes.

The Buyer agrees that if their country of residence or other circumstances change such that the above representations are no longer accurate, it will immediately cease using the Company's services. If the Buyer is registering to participate to the Operation on behalf of a legal entity, the Buyer further represents and warrants that:

- such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and
- The Buyer is duly authorized by such a legal entity to act on its behalf.

The Buyer is solely liable for determining which legal, accounting, financial and fiscal conditions of any nature it is required to comply with in order to participate in the Token Sale, in accordance with the laws and regulations applicable in their country of residence.

The Consortium may not be held liable for the Buyer's filing obligations in the country in which it is domiciled. The same applies to any tax or charge that would be payable by the Buyer, in relation to the purchase, ownership, use or passing of its \$BOMs.

## **Limitations of Use**

The Buyer acknowledges and accepts that \$BOMs sold by the Corporation do not, under any circumstance, represent any form of investment or financial investment and agrees not to attempt to divert their function for speculative purposes.

The Buyer also agrees not to use the Token Sale website, the issued \$BOMs or, more generally, any content or service provided to the Buyer by the Consortium and its affiliates in a way that does not comply with the terms, objectives and methods set out in these T&C.

In particular, the Buyer agrees not to modify, interfere with, deactivate or saturate, nor to breach the security of or impair data integrity and confidentiality in relation to any service offered by the Company.

The Buyer agrees to respond to any specific request for information issued by the Corporation under the Application of these T&S.

## **Cancellation and Refund**

All Orders are deemed firm and final. As the Token Sale is strictly reserved to persons that are experienced in ICOs, the Buyer may not claim any right of return against the Consortium.

## **Guarantee**

As the \$BOMs offered for sale are deemed intangible property, having no value or functionality other than the Borderless network payment form that they represent, no specific guarantee is attached to them following delivery.

Although ownership of the \$BOMs depends on smooth operation of the Polygon network, the Foundation, which has no control over said operation, may not, under any circumstances, be held liable for any failure of said network that could result in the Buyer losing or being unable to use their \$BOMs.

## **Validity of Tokens**

The \$BOMs' period of validity, during which they can be used, is not time-dependent. \$BOMs cannot be deleted due both to their strictly decentralized nature and to the fact that, once issued, they are no longer under the Consortium's control. They would, in any case, remain the property of their owner.

## **Incidents, Late Payments, Penalty Clause**

The Buyer is prohibited from any illegal practice of automatic debit or credit, here assumed to correspond to a non-payment or late payment. However, the Parties reserve the right to seek

legal or contractual compensation for claims. Any delay in payment will automatically result in the Application of a flat-rate US\$60 fee as from the date following the invoice's due date; this fee will supplement late penalties, including the Application of an interest rate on arrears equal to the rate applied by the ECB to its most recent refinancing operation plus 10 percentage points, with the Consortium being entitled to automatically demand full and immediate payment of the Order, all amounts owed to the Consortium becoming payable immediately with no prejudice to the Application of the other clauses herein, while any discounts that may have been granted will be canceled and the full cost of the debt collection procedure charged to the defaulting Buyer.

The Consortium also reserves the right to suspend or cancel any Order relating to said defaulting Buyer, and to accept subsequent Orders only if payment is made in advance. Should the Buyer breach any one of its obligations, and should formal notice issued by means of registered mail remain unsuccessful for 15 clear days after dispatch, then, under a penalty clause, the Buyer will be required to pay a flat-rate compensation equal to one third of the total Order amount, with no prejudice to the Application of the other clauses accepted herein.

## **Taxes**

Any amounts that the Buyer pay for CYGs are exclusive of all applicable taxes. The Buyer is responsible for determining what, if any, taxes apply to its purchase of CYGs, including, for example, sales, use, value added, and similar taxes. It is the Buyer's responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. The Corporation is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from the Buyer's purchase of CYGs.

## **Buyer Liability**

The Buyer acknowledges and accepts that they are solely liable for storage and use of the purchased CYGs under normal conditions of use, and in accordance both with current legislation at the time and place of use and with their profession's code of conduct, which they declare they are fully aware of.

Accordingly, the Buyer shall be deemed personally liable for any damaging consequences arising from the abnormal, noncompliant or unforeseeable storage, transfer or use of said tokens.

The Buyer also acknowledges that it has received all the necessary details from the Consortium on the information and data it has communicated and is therefore solely liable for the ordered CYGs' suitability in terms of their specific planned use.

The Buyer agrees to send the Consortium their correct and updated payment and personal details at the time of creating their client account and each time they may modify the said account. The Consortium reserves the right to request supporting documents from the Buyer to ensure the accuracy of the details they have supplied.

The Buyer will be solely and exclusively liable for the creation and conservation of the credentials required to sign into the Borderless network. The Consortium shall not be held liable for any illegal or fraudulent use of the Buyer's credentials. The provision of credentials is deemed confidential.

The Buyer will assume full responsibility for the consequences of any theft or misuse of CYGs acquired as a result of any use by the members of its staff or by any person to whom the Buyer has provided their credential(s). Similarly, the Buyer will assume full responsibility for the consequences of the loss of the above-mentioned credentials(s).

### **Limitation of liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (I) IN NO EVENT WILL THE CONSORTIUM OR ANY OF IT'S AFFILIATES BE LIABLE FOR LOSS OF PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE CYGS OR OTHERWISE RELATED TO THESE T&C, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE), AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE CONSORTIUM AND IT'S AFFILIATES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE T&C OR THE USE OF OR INABILITY TO USE THE CYGS, EXCEED THE U.S. DOLLAR EQUIVALENT OF THE AMOUNT PAID BY THE BUYER TO COMPANY FOR THE CYGS AT THE TIME OF THEIR PURCHASE. THE LIMITATIONS SET FORTH IN THIS SECTION 10 WILL NEITHER LIMIT NOR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE CONSORTIUM.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section 10 may not apply to the Buyer.

None of the information or analyses described in this document is intended to provide a basis for a contribution decision, and no specific recommendation is made. Accordingly, this document does not constitute a contribution advice or an invitation to contribute in any security or financial instrument of any nature whatsoever.

This document does not constitute or form part of, and should not be construed as, an offer for a sale or subscription, or an invitation to buy or subscribe securities or financial instruments. This document, or any of its component parts, does not constitute the basis for, or should not be used as a basis for, or in connection with, a contract for the sale of securities or financial instruments or a commitment to sell securities or financial instruments of any kind.

The Consortium expressly disclaims any liability for any direct or indirect loss or damage of any kind arising directly or indirectly from:

- any reliance on the information contained in this document,
- any error, omission or inaccuracy in said information, or
- any resulting action that may be brought.

### **Retention of Ownership Clause**

The Borderless Consortium, Inc. retains full ownership of the ordered CYGs up to full and effective payment of the price agreed with the Buyer, including the principal and other charges, any contrary clause being deemed unwritten. As such, the Consortium will be entitled to claim the ordered CYGs as compensation for any unpaid invoices with no prejudice to its right to rescind any sales in progress, with the Buyer also agreeing to immediately notify the Consortium of any third-party development that would infringe the Consortium's right of ownership. Should the ordered CYGs be resold before payment is complete, the sale between the Consortium and the Buyer will be automatically rescinded and the assets transferred deemed to have been sold on behalf of the Consortium. The enforcement of the Consortium's right to claim is carried out without prejudice to any other legal and/or contractual damages or rights (e.g. compulsory execution or cancellation of the contract) and is made by simple registered letter sent to the Buyer. Should the Consortium decide to cancel the sale, the Buyer will be required to pay a lump sum equal to 30% of the total contract amount (principal and other charges), with the Consortium retaining all the amounts it has already collected.

### **Intellectual Property, Reference**

The Buyer acknowledges that the Consortium retains sole and exclusive ownership of all intellectual, industrial and expertise rights (documents, data, etc.) relating to \$BOMs. The technical and technological resources and expertise used to design both CYGs and documents of any nature shall remain the exclusive property of the Consortium, regardless of whether they are protected under an intellectual property clause.

Therefore, any document, listing, database, etc., in their entirety, are communicated to the Buyer in return for payment or free of charge solely for use that exclusively enables them to make their order, whether or not under a separate availability and/or non-disclosure agreement that forms an integral part of these T&C, and may not be used by the Buyer for any other purpose without incurring their liability.

### **Contract Completeness, Waiver, Interpretation**

The T&C constitute the entire agreement between the Buyer and the Consortium with respect to the Operation and supersedes all other oral and written representations, understandings or agreements relating thereto.

Should any provision of these T&C be declared null and void or deemed unwritten, all other provisions shall remain in full force and effect. The Consortium's decision not to avail itself of any one of these provisions shall not be construed as a waiver of its right to apply the same provision at a later date. The interpretation and assessment of the validity of any contract is understood in accordance with the following documents, in descending order in the hierarchy of norms: T&C, order acknowledgment of receipt, invoice, and delivery notification.

## **Force Majeure**

Force majeure is deemed any event beyond the parties' control, which they cannot reasonably foresee or reasonably avoid or overcome, provided that its occurrence makes it impossible to fulfill the obligations and adversely affects Order execution (e.g. natural cataclysm, variation in Blockchain fees, armed conflicts, labor disputes, changes in regulations, subcontractor failure, Blockchain breakdown, etc.). The most diligent Party shall promptly notify the other Party by any means, and the Parties will then agree to negotiate in good faith any changes required to ensure the continuity of contract obligations. If, however, such impossibility exceeds three months, the most diligent Party may terminate the contract in writing without incurring its liability and without entitling the other party to claim any right of recourse or compensation, with the Consortium retaining previously collected amounts, which are irrevocably acquired.

The Parties shall not be held liable for any consequences of a force majeure event as defined above.

## **Change of Law**

The Buyer acknowledges and accepts that the Token Sale is taking place within a legal environment that is still under development. New laws or rules may subsequently frame, modify or clarify the practice of such operations. Where necessary, should legislative changes conflict with all or part of these T&C, the Consortium reserves the right to amend the terms of the operation as appropriate, retroactively if necessary, in order to ensure that the operation remains legal and compliant with the various regulatory bodies. The Consortium will answer to any request issued via regular legal process aimed at obtaining specific information about the operation or its clients, specifically regarding anti-money laundering legislations.

## **Applicable Law**

These T&C and any contractual relationship relating to the products and services sold by the Consortium are governed exclusively by British Virgin Islands law, the Consortium's commitment being subject to this clause.